

EXHIBIT 1

Employment Agreement

MILESTONE PEDIATRICS, PC

CONTRACT OF EMPLOYMENT

This agreement is between Milestone Pediatrics & Family Medicine, PC, a Georgia Professional Corporation ("Employer or "Milestone Pediatrics"), AND Emily Fox, licensed nurse practitioner (Employee or you"). This contract is renewable annually. It is effective, and binding from the date it is signed and returned to employer, which will occur no later than May 20th 2022 at 5pm EST, and the employer signs and returns to employee.

20th 2022 1.0 5-28-22

The employment commences Monday, June 13th 2022. The contract is good for one year, renewable annually by agreement between Employer and Employee.

The location of the practice is 1438 McLendon Drive, Decatur, GA 30033

Your schedule: 4 days a week-Mondays, Tuesdays, Thursdays & Fridays. You will be considered for 4 consecutive days if a new provider is hired in the future. This will enable the Employer switch your days around.

Daily work starts promptly at 8am and ends at 5pm. (or whenever your daily work duties are fully completed) with 1 hour for lunch from 1-2pm; lunch hour is contingent on personally efficiently managing your own workflow.

You will be required to perform all your duties as nurse practitioner, as your nurse practitioner state license permits. Your practice of Pediatrics will be in keeping with the AAP, Bright Futures, ACIP and CDC guidelines, as well as HEDIS guidelines. We only expect, and support practice of conventional Pediatric medicine in this organization. We do not practice any kind of alternative medicine.

Dr Iyabo Okuwobi, will be your supervising physician. I will review all your charts, and will be available to answer any questions you may have about patient care and about your employment in its totality.

Your medical record and chart documentation must be thorough, and all aspects of the management of each patient must be carefully documented. All patient concerns must be fully addressed and documented, and a clear follow up plan must be documented.

You will be required to fully complete and finalize all your chart documentation within 48 hours of each patient encounter. This is very paramount to efficient and overall patient management, and will be strictly enforced.

You will be required to keep all your certifications up to date.

On call coverage.

You will not be required to participate in any after hours call coverage. However, if a patient you have seen requires you to call back after hours, you will be notified to contact them by phone. However, the after hours phone call coverage may change at any time. The Employer may need you to participate in phone call coverage in the future, but the call coverage will then be shared by you and the other providers in the group, and will be no more than 1 in 3 call. Phone call only.

You will not be required to make newborn nursery rounds or any inpatient rounds. The employment is strictly limited to outpatient services only.

You will be required to keep up to date with proper documentation and efficient pediatric coding guidelines, including the current ICD 10. Milestone Pediatrics can provide you with books to assist you and will also be a resource to you anytime.

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Attending coding conferences will also be very beneficial.

Benefits and Compensation:

Your annual salary from June 13th 2022 will be \$116,500.00. Your salary will be considered for further increases annually. The rate of increase will depend on work performance, which will be determined by various metrics like productivity, efficient coding, maintenance of proper and efficient medical record documentation, and general reviews from patients, parents, colleagues and support staff.

This is strictly an employed position, and will continue as such on annual renewals. This contract, does not, in any way point to a partnership agreement in any form.

Other benefits: Full malpractice coverage will be provided by Employer. Premium individual medical, dental, vision coverage. Employer will cover \$311.00 per month of your medical insurance premium. Retirement plan-Employee eligible to participate in either 401K or Roth IRA with 4% match by Employer to commence after first year of employment.

Employer will reimburse you for the cost of your license renewals, and board certification renewals. However, you will not be eligible for these in your first 90 days of employment.

Vacation will be 15 paid working days per annum. Vacation is accrued all through the year, starting from the date of employment. Vacation or CME time cannot be taken in the first 90 days of this contract, unless previously agreed upon. All major holidays will be covered. Employee is required to provide a six (6) week notice to Employer for vacation or CME time.

CME time off will be 3 working days, with \$1500 in expenses paid by Employer. Proof of attendance of the CME and proof of payment and expenses will be needed before the \$1500 is reimbursed.

Milestone Pediatrics & Family Medicine, PC will be responsible for filing and submitting all the claims on patients seen by you to the insurance payers, resubmitting, reprocessing, and appealing any denials. Milestone Pediatrics & Family Medicine, PC will also collect all such payments on your behalf.

Other payments, collected on your behalf, including EHR incentive payments, but not restricted to, will also be paid to Milestone Pediatrics & Family Medicine PC.

You will be expected to conduct yourself in a professional and honorable manner at all times during the course of this employment. Any concerns and grievances you have will be brought directly to the attention of Dr Iyabo Okuwobi. Discussing your job grievances, or your colleagues' and staff grievances with them is not permissible professional conduct. Initiating and/or enabling a toxic and negative work environment in any form, amongst the other physicians, staff, patients and parents will not be condoned, and will be a basis for termination of employment.

Termination of employment:

Termination by employer with cause will have no notice.

Termination notice by employer will be 30 days.

Termination notice by employee will be 90 days.

In the event of termination of employment by either party, you will not be permitted to practice within an eight (8) mile radius of 1438 Melendon Drive, Decatur, GA 30033 for 18 months. In the event of termination of your employment, solicitation of patients and staff of Milestone Pediatrics will be strictly prohibited.

You will also be responsible for your own tail malpractice coverage in the event you choose to terminate your employment, or if you are terminated by Milestone Pediatrics with cause.

Signing this contract is also acknowledging that you have no ongoing or pending lawsuits or malpractice suits, and no ongoing disciplinary issues with your hospital credentials or with any payor plans, which also includes all Medicaid plans.

Accepted and signed by Emily Fox.....Emily Fox.....Date.....5/19/2022.....revised June 27, 2022 by

Accepted and signed by Milestone Pediatrics & Family Medicine, PC

by Dr Iyabo Okuwobi.....Iyabo.....Date.....5-20-22

Okuwobi, MD.....I.....5-28-22